

PUGET SOUND ACTION TEAM

Office of the Governor | State of Washington

REQUEST FOR QUALIFICATIONS AND QUOTATIONS (RFQQ)

If you download this RFQQ from the PSAT Web site located at www.psat.wa.gov, you are responsible for sending your name, address, e-mail address and telephone number to the RFQQ Coordinator in order for your organization to receive any RFQQ amendments or bidder questions/PSAT answers.

PROJECT TITLE: CREATIVE MATERIALS DEVELOPMENT FOR PUBLIC AWARENESS AND ENGAGEMENT PLAN

PROPOSAL DUE DATE: October 23, 2006

EXPECTED TIME PERIOD FOR CONTRACT: November 16, 2006 – March 30, 2007

CONSULTANT ELIGIBILITY: This procurement is open to those consultants that satisfy the minimum qualifications stated herein and that are available for work in Washington State.

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1 INTRODUCTION

1.1 PURPOSE AND BACKGROUND

The Puget Sound Action Team (the AGENCY) is initiating this Request for Qualifications and Quotations (RFQQ) to solicit proposals from firms interested in developing a core set of creative materials (and detailed concepts for supporting materials) for the Puget Sound Partnership's proposed *Public Awareness and Engagement campaign*. The plan for the campaign can be found at www.pugetsoundpartnership.org or at http://www.pugetsoundpartnership.org/our_work/papers/FinalPSPcommunications-educationplanfromCofen91906.pdf

Many agencies and organizations have communicated with segments of the public about Puget Sound's environmental issues and concerns for years. The people they reach are persuaded and concerned about the future of Puget Sound. But, for whatever reasons, only a relatively small percentage of the general public has gotten the message about Puget Sound. The Puget Sound Partnership's (Partnership) own opinion survey pegs public awareness/concern about Puget Sound's environmental health at less than 25%.

This proposed long-term public awareness and engagement effort is about closing the gap between public perception and reality. Public awareness and concern about Puget Sound must be substantially increased – and maintained over time – so that citizens are willing to make and support lifestyle and public policy changes that will promote the recovery and protection of Puget Sound. The materials for this campaign must be creative and innovative enough to generate a buzz about Puget Sound that will compel ordinary people to action.

A Five-Year Plan

In early 2006 through the Puget Sound Partnership, the Puget Sound Action Team commissioned Cocker Fennessy, a Seattle public affairs firm, to research and write the Partnership's *Public Awareness and Engagement Plan*. The plan was approved by the Partnership in September 2006. A major assumption of this plan is that it will take time and money to raise public awareness and to build support for large-scale change. The plan proposes a two-step strategy over the first five years: 1) Build awareness the first two years; 2) Actively seek support for individual behavior change and public policy changes in years three through five. Meanwhile, ongoing work to recover Puget Sound, to solicit volunteers or to encourage behavior change will continue. In fact, such ongoing work can help to build the foundation needed to move forward with larger, broader tasks.

The materials created through this RFQQ will serve as the foundation for the first few years of implementation of the plan, as well as to build a broad set of partnerships that will move the campaign forward.

1.2 OBJECTIVE

The objective of this campaign is to:

- Increase public awareness/concern about Puget Sound – and the land and waters that feed into it – by 35 percentage points (from current level of 25% to 60%) by the end of the first phase (two years) of the campaign.
- Make improving the health of Puget Sound a public priority.

- Build broader and deeper support that can be translated into public action for comprehensive solutions.
- Encourage and track individual behavior change and its effect on the environment.
- Elevate Puget Sound as a national environmental asset on the same level as the Chesapeake Bay, the Florida Everglades or other major estuary restoration projects.

1.3 MINIMUM QUALIFICATIONS

The Consultant must be licensed to do business in the State of Washington and have at least 10 years of combined relevant experience in implementing multi-year, statewide public awareness/engagement/social marketing programs. Relevant experience should include a demonstrated ability to plan and manage all phases of a complex, integrated campaign targeting multiple audiences over large geographic areas. Consulting services offered by the firm should include: creative; production; web/interactive communications; media planning/negotiation/buying; public relations/media relations; public/government affairs; strategic partnership/alliance planning/implementation; sponsorships; events and research. Experience working with public/private partnerships is critical.

Bidders who do not meet these minimum qualifications will be rejected as non-responsive and will not receive further consideration. Any proposal that is rejected as non-responsive will not be evaluated or scored.

1.4 FUNDING

The overall budget for this project shall not exceed \$300,000. Proposals in excess of \$300,000 will be rejected as non-responsive and will not be evaluated. In the event additional funding becomes available, any contract awarded may be renegotiated to provide for additional related services.

Any contract(s) awarded as a result of this procurement is contingent upon the availability of funding.

1.5 PERIOD OF PERFORMANCE

The period of performance of any contract(s) resulting from this RFQQ is tentatively scheduled to begin on or about November 16, 2006, and to end on March 30, 2007. The AGENCY reserves the option at its sole discretion to extend the contract for two additional one-year periods.

1.6 DEFINITIONS

Definitions for the purposes of this RFQQ include:

Agency – The Puget Sound Action Team is the agency of the State of Washington that is issuing this RFQQ.

Consultant – Individual, company, or firm submitting a proposal in order to attain a contract with the AGENCY.

Contractor – Individual or company whose proposal has been accepted by the AGENCY and is awarded a fully executed, written contract.

Proposal – A formal offer submitted in response to this solicitation.

Request for Qualifications and Quotations (RFQQ) – Formal procurement document in which services needed are identified and firms are invited to provide their qualifications to provide the services and their hourly rates.

1.7 ADA

The AGENCY complies with the Americans with Disabilities Act (ADA). Consultants may contact the RFQQ Coordinator to receive this Request for Qualifications and Quotations in Braille or on tape.

2 GENERAL INFORMATION FOR CONSULTANTS

2.1 RFQQ COORDINATOR

The RFQQ Coordinator is the sole point of contact in the AGENCY for this procurement. All communication between the Consultant and the AGENCY upon receipt of this RFQQ shall be with the RFQQ Coordinator, as follows:

Name	Stephanie Lidren
Mailing Address	P.O. Box 40900, Olympia WA 98504-0900
	OR
Street Address	210 11 th Avenue SW, Suite 401, Olympia WA 98501
Phone Number	(360) 725-5441
E-mail Address	slidren@psat.wa.gov

Any other communication will be considered unofficial and non-binding on the AGENCY. Consultants are to rely on written statements issued by the RFQQ Coordinator. Communication directed to parties other than the RFQQ Coordinator may result in disqualification of the Consultant.

2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Qualifications and Quotations	October 9, 2006
Proposals due	October 23, 2006
Evaluate proposals	October 25-27, 2006
Conduct oral interviews with finalists (required)	November 1, 2006
Announce "Apparent Successful Contractor" and send notification via fax or e-mail to unsuccessful proposers	November 2, 2006
Negotiate contract and file contract with OFM	November 2, 2006
Hold debriefing conferences (if requested)	November 3-14, 2006
Begin contract work	November 16, 2006

The AGENCY reserves the right to revise the above schedule.

2.3 SUBMISSION OF PROPOSALS

Consultants are required to submit six (6) copies of their proposal, including samples. Two copies must have original signatures and four copies can have photocopied signatures. The proposal, whether mailed or hand delivered, must arrive at the AGENCY no later than 4:00 p.m., local time, on October 23, 2006.

The proposal is to be sent to the RFQQ Coordinator at the address noted in Section 2.1. The envelope should be clearly marked to the attention of the RFQQ Coordinator.

Consultants mailing proposals should allow normal mail delivery time to ensure timely receipt of their proposals by the RFQQ Coordinator. Consultants assume the risk for the method of delivery chosen. The AGENCY assumes no responsibility for delays caused by any delivery service. Proposals may not be transmitted using facsimile transmission.

Late proposals will not be accepted and will be automatically disqualified from further consideration. All proposals and any accompanying documentation become the property of the AGENCY and will not be returned.

2.4 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

Materials submitted in response to this competitive procurement shall become the property of the AGENCY.

All proposals received shall remain confidential until the contract, if any, resulting from this RFQQ is signed by the Director of the AGENCY and the apparent successful Contractor; thereafter, the proposals shall be deemed public records as defined in RCW 42.17.250 to .340, "Public Records."

Any information in the proposal that the Consultant desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.17.250 to .340 must be clearly designated. The page must be identified and the particular exception from disclosure upon which the Consultant is making the claim. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on the lower right hand corner of the page.

The AGENCY will consider a Consultant's request for exemption from disclosure; however, the AGENCY will make a decision predicated upon Chapter 42.17 RCW and Chapter 143-06 of the Washington Administrative Code. Marking the entire proposal exempt from disclosure will not be honored. The Consultant must be reasonable in designating information as confidential. If any information is marked as proprietary in the proposal, such information will not be made available until the affected proposer has been given an opportunity to seek a court injunction against the requested disclosure.

A charge will be made for copying and shipping, as outlined in RCW 42.17.300. No fee shall be charged for inspection of contract files, but twenty-four (24) hours' notice to the RFQQ Coordinator is required. All requests for information should be directed to the RFQQ Coordinator.

2.5 REVISIONS TO THE RFQQ

In the event it becomes necessary to revise any part of this RFQQ, addenda will be provided to all who receive the RFQQ.

The AGENCY also reserves the right to cancel or to reissue the RFQQ in whole or in part, prior to execution of a contract.

2.6 MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW, the state of Washington encourages participation in all of its contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation or on a subcontractor basis. However, no preference will be included in the evaluation of proposals, no minimum level of MWBE participation shall be required as a condition for receiving an award and proposals will not be rejected or considered non-responsive on that basis.

The established annual procurement participation goals for MBE is 10% and for WBE, 4%, for this type of project. These goals are voluntary. Bidders may contact OMWBE at (360) 753-9693 to obtain information on certified firms.

2.7 ACCEPTANCE PERIOD

Proposals must provide 60 days for acceptance by AGENCY from the due date for receipt of proposals.

2.8 RESPONSIVENESS

All proposals will be reviewed by the RFQQ Coordinator to determine compliance with administrative requirements and instructions specified in this RFQQ. The Consultant is specifically notified that failure to comply with any part of the RFQQ may result in rejection of the proposal as non-responsive.

The AGENCY also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

2.9 MOST FAVORABLE TERMS

The AGENCY reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the Consultant can propose. The AGENCY does reserve the right to contact a Consultant for clarification of its proposal.

The Consultant should be prepared to accept this RFQQ for incorporation into a contract resulting from this RFQQ. Contract negotiations may incorporate some or all of the Consultant's proposal. It is understood that the proposal will become a part of the official procurement file on this matter without obligation to the AGENCY.

2.10 CONTRACT AND GENERAL TERMS & CONDITIONS

The apparent successful contractor will be expected to enter into a contract which is substantially the same as the sample contract and its general terms and conditions attached as Exhibit B. In no event is a Consultant to submit its own standard contract terms and conditions in response to this solicitation. The Consultant may submit exceptions as allowed in the Certifications and Assurances section, Exhibit B to this solicitation. The AGENCY will review requested exceptions and accept or reject the same at its sole discretion.

It is anticipated the first deliverable under the contract will be a scoping plan which will define the specific services to be provided by the CONTRACTOR based upon agreement between the AGENCY and the CONTRACTOR.

2.11 COSTS TO PROPOSE

The AGENCY will not be liable for any costs incurred by the Consultant in preparation of a proposal submitted in response to this RFQQ, in conduct of a presentation, or any other activities related to responding to this RFQQ.

2.12 NO OBLIGATION TO CONTRACT

This RFQQ does not obligate the State of Washington or the AGENCY to contract for services specified herein.

2.13 REJECTION OF PROPOSALS

The AGENCY reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this RFQQ.

2.14 COMMITMENT OF FUNDS

The Director of the AGENCY or his delegate are the only individuals who may legally commit the AGENCY to the expenditures of funds for a contract resulting from this RFQQ. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

2.15 INSURANCE COVERAGE

The Contractor is to furnish the Agency with a certificate of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.

The Contractor shall, at its own expense, obtain and keep in force insurance coverage which shall be maintained in full force and effect during the term of the contract. The Contractor shall furnish evidence in the form of a Certificate of Insurance that insurance shall be provided, and a copy shall be forwarded to the Agency within fifteen (15) days of the contract effective date.

Liability Insurance

Commercial General Liability Insurance: Contractor shall maintain general liability (CGL) insurance and, if necessary, commercial umbrella insurance, with a limit of not less than \$1,000,000 per each occurrence. If CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit. CGL insurance shall be written on ISO occurrence from CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insureds (cross liability) condition.

Additionally, the Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

Business Auto Policy: As applicable, the Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than

\$1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto." Business auto coverage shall be written on ISO form CA 00 01, 1990 or later edition, or substitute liability form providing equivalent coverage.

Employers Liability ("Stop Gap") Insurance

In addition, the Contractor shall buy employers liability insurance and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

Additional Provisions

Above insurance policy shall include the following provisions:

1. **Additional Insured.** The Agency, its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella and property insurance policies. All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.
2. **Cancellation.** The Agency shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications. Insurers subject to 48.18 RCW (Admitted and Regulation by the Insurance Commissioner): The insurer shall give the State 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation. Insurers subject to 48.15 RCW (Surplus lines): The State shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.
3. **Identification.** Policy must reference the State's contract number and the agency name.
4. **Insurance Carrier Rating.** All insurance and bonds should be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by the Agency, the Risk Manager for the State of Washington, before the contract is accepted or work may begin. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.
5. **Excess Coverage.** By requiring insurance herein, the State does not represent that coverage and limits will be adequate to protect Contractor, and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to the State in this contract.

Worker's Compensation Coverage

The Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The State will not be held responsive in any way for claims filed by the Contractor or their employees for services performed under the terms of this contract.

3 PROPOSAL CONTENTS

Proposals must be submitted on eight and one-half by eleven (8 1/2 x 11) inch paper with tabs separating the major sections of the proposal. The three major sections of the proposal are to be submitted in the order noted below:

1. Letter of Submittal, including signed Certifications and Assurances (Exhibit B to this RFQQ)
2. Qualifications
3. Quotation

Proposals must provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the proposal, but should assist the Consultant in preparing a thorough response.

Items in this section marked “mandatory” must be included as part of the proposal for the proposal to be considered responsive; however, these items are not scored. Items marked “scored” are those that are awarded points as part of the evaluation conducted by the evaluation team.

3.1 LETTER OF SUBMITTAL (MANDATORY)

The Letter of Submittal and the attached Certifications and Assurances form (Exhibit B to this RFQQ) must be signed and dated by a person authorized to legally bind the Consultant to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Attach the Certifications and Assurances form to the Letter of Submittal.

3.2 QUALIFICATIONS SECTION

The Qualifications Section of the proposal must contain information that will demonstrate to the evaluation committee the Consultant’s understanding of the SERVICES needed as described herein, the firm’s ability and qualifications to successfully accomplish them, and their ability to meet tight timeframes.

The Qualifications response is to be submitted broken into the three sections listed below. These sections are described more fully where noted:

- 1) Business Information – Section 3.2.1
- 2) Experience and Staffing – Section 3.2.2
- 3) Schedule – Section 3.2.2, #3.

The SERVICES to be provided under this project are:

Develop a Set of Core Campaign Materials (and Detailed Concepts for Supporting Materials) for the Puget Sound Partnership’s Five-year *Public Awareness and Engagement Campaign*

Background

Research shows that less than 25% of area residents know that Puget Sound shorelines, water quality and marine life are in trouble. They also don’t understand that their everyday actions often degrade the Sound’s health. How do you change the behavior of the millions of people living in the 12 counties that touch the Sound? By developing a creative, compelling campaign that speaks to their hearts and minds over the longterm.

The Puget Sound Action Team is seeking a dynamic, creative team to develop a set of core campaign materials (and detailed concepts for supporting materials) for a five-year public engagement effort to literally save the Sound. This campaign needs a brand, an identity and a range of specific communications and education materials that, over time, will move ordinary people to action. This campaign will use an exciting mix of informational and educational messages that tap into both traditional and non-traditional approaches.

Puget Sound is an icon on par with the world's great estuaries such as Chesapeake Bay and the Everglades. It merits recognition and protection on a national scale. This is the first concerted and coordinated effort to promote the recovery of the Sound. The legacy of a healthy Puget Sound starts here.

Tentative Timeline for the Five-Year Campaign

Issue RFQQ for creative work	October 2006
Creative work	November 16, 2006 to March 30, 2007
Sponsorship development/production	TBD 2007
Governor's launch/media event	TBD 2007
Public Awareness Campaign	Two years, starting from Governor's launch
Public Engagement/Behavior Change	Three years, starting from end of Public Awareness Campaign

Strategies

- 1) Focus on engaging the public by raising the level of awareness and concern during the first two years. This strategy is based on the assumption that you cannot motivate people to support policies or take actions until they are aware and concerned.
- 2) Once awareness is raised, the campaign would spend three years moving toward encouraging support for policy changes and personal actions.

A multi-faceted program is anticipated, but paid advertising is at its heart, including a long-format advertorial with a nationally-known environmentalist as host. This format, and the printed piece (Puget Sound Field Guide) that would companion with it, provides the opportunity to fully tell the Puget Sound story. The program would run repeatedly on cable and broadcast channels.

Messages

The messages to be conveyed in the first and second years are informational – we know from the opinion research that the public is not knowledgeable about the Sound's environmental problems – so we need to begin by educating people. As the campaign progresses, the messages will evolve to increase the priority people place on taking action to protect and recover Puget Sound. The messages will be crafted to connect the information we need to convey with the high values we know the public places on Puget Sound.

The messages will also be crafted to make sure people understand that it is primarily the practices on land – from the mountains to the shorelines – that affect the water quality of Puget Sound.

- Puget Sound is a remarkable place that is at the heart of our region's cultural, recreational and economic life.
- Puget Sound is in trouble, due to pollution, habitat loss, growth and development.
- Puget Sound is a water body, but it is affected by things that occur on land – from the crest of the mountains to the shorelines.

- We have a plan to turn the Sound's health around – and you are part of making it happen.
- The time to act is now. This is a historic moment; we have before us an opportunity to save Puget Sound and to make a lasting and tangible difference.

How the messages are conveyed – the words and images that are used – will be determined as part of this creative process and will be tested with focus groups to make certain they are effective.

Audiences

The highest value audience for this effort is citizens who reside in counties that border on Puget Sound. Citizens will primarily be reached via advertising. Within that broad category there are subgroup audiences that will be targeted for more direct engagement – and to help deliver messages to the general public.

General public	Government officials	Environmental/conservation
Residents of the 12 counties bordering on PS	Elected officials (local, state, special purpose, federal)	Environmentally conscious citizens
New resident	Appointed officials	Local/national
Active citizens (voters)	Communications professionals	Organized groups
Young adults		Members of organized groups
Kids	Education	
Members of ethnic groups	Environmental educators	Non-profits
Civic and opinion leaders	K-12	Local/National
Business	Colleges/universities	Foundations
Labor		
Agriculture	Outdoor enthusiasts	Landowners
Religious	Recreational hunters/fishers	Public agencies
	Boaters	Forest lands
Tribes	Hikers	Large holdings
Tribal organizations	Campers	Waterfront
Individual tribes		
		News media
		Local
		National

Specific Deliverables

SECTION 1: Development of Core Creative Materials for the Campaign

Deliverable 1A: Creative Strategy Document (1)

Develop a Creative Strategy Document that 1) outlines the key messages that you want the campaign materials to communicate, 2) outlines specific timelines to complete the deliverables—including key dates to meet with the AGENCY (and/or AGENCY-appointed advisors) to get approval for deliverables and to report on focus group testing results. This document serves as the box that the creative team will work within.

Deliverable 1B: Creative Approaches for Testing (3)

Develop three complete creative approaches for testing with focus groups. Creative approaches include a corporate identity – campaign name, logo, brand identity, color palette, etc. A sample variety of television spots (both short and long format), radio ideas, print examples and interactive/web-based ideas should be shown under each campaign approach in order to demonstrate how the concepts work across media platforms.

The creative team should explore multiple ways to make people aware of the problems facing Puget Sound: highly emotional appeals to the heart-strings (to connect with the positive values people associate with Puget Sound), visual demonstrations of damage, surprising and disturbing facts, engaging people's sense of concern, etc. The team needs to look for attention-getting ideas that take advantage of the majority of residents' pride in Puget Sound and encourage the public to work toward preserving the Sound for the future. *However, all approaches, whether emotional or rational, must be based on scientific evidence and avoid alarmist, scare tactics.*

Campaign name: The public engagement campaign will require a name that acts as both a handle and a rallying cry. The creative effort should start with a search for a short, memorable name that unites people in what we want them to do: act now to preserve Puget Sound for future generations. The most successful names are short, easy to remember, and speak for themselves. The short list of names is typically run through a trademark and registration search to avoid ownership disputes. There are many creative issues to sort through to develop a strong awareness campaign that the public will pay attention to – without angering the constituent groups who are much better informed (and very opinionated) about the subject.

Creative issues: Currently, only 25% of the public is aware of the problem facing Puget Sound, so the big gap between reality and misperception must be closed. The creative team will have to find strong, arresting visuals which demonstrate the consequences of watershed decline: dead fish, algae blooms, dead zones, septic contamination, etc. The difficulty will be multiplied by the fact that on the surface, the Sound looks lovely and untrammelled. Creative ways to “look below the surface” – and make the connection to practices on land – will need to be explored to convince people that the sparkling blue water and beautiful vistas they see on the surface is hiding a much deeper, insidious problem.

Also, Puget Sound's problems are very complex. *There are general categories of harm, but there is no one cause for the Sound's decline – and there is no agreement among scientists on either the main causes or what behaviors are the most important to change.* Reducing a highly complex subject to 30 seconds is a little like putting an orca in a 10-pound sack: easier said than done. Beyond traditional television spots, longer format broadcast options such as 30-minute paid “documercial” formats are needed to provide the elbow room necessary to address the subject's complexities.

Scientists and the informed public are not the audience for the campaign. The “choir's” understanding of the Sound's issues far exceeds that of the general public. There is a natural tendency of people to judge advertising based on their personal likes and dislikes – none of which are relevant to the mass, underinformed people that the campaign must reach in order to move 25% awareness of the problem to beyond 60%. Success will depend on making Puget Sound's problems real and moving to the underinformed public – if we expect them to join in on the solution.

There is a thin line between making people aware of a problem and making it seem as if there's no solution. The recent success of Gore's film on global warming, “An Inconvenient Truth” provides a good case history on how to paint a picture of the negative consequences of human impacts on the environment with many *hopeful* examples of how change is happening. Another good model is the series aired on PBS called “RX for Global Survival,” which dealt with global health issues and showed many compelling examples of programs that are helping all over the world.

SECTION 2: Detailed Concepts for Supporting Campaign Materials

Deliverable 2A: Concepts for a 30-min. Long-Format Television Advertorial (1)

Develop detailed concepts and “treatment” (a 2-3 page description) for a 30-minute documentary-style program advertorial that will educate the general public about the complex, major environmental problems facing Puget Sound, the impact of landscape use/abuse on the Sound, and the steps required to help bring back the Sound’s health.

The advertorial will feature a nationally-known host or narrator. The long program format of the advertorial will make it possible to detail the complicated problems and issues facing the Sound (watershed landscape, urban/rural development, water quality/use issues, etc.) through factual information communicated through third parties including credible scientists (biologists, hydrologists, etc.), government agencies, tribal leaders and business interests. Throughout the advertorial, calls-to-action encouraging viewers to visit a Web site to request a copy of the advertorial’s printed companion piece -- the Puget Sound Field Guide -- will be repeated. The long-form program will be produced and aired once sponsorship and funding have been secured (those activities are not part of this RFQQ). It is proposed that the program be launched with a series of special showings/events featuring appearances of the Governor, etc.

Following the proposed launch event(s), the advertorial will air as paid direct response media in the Seattle/Tacoma metro market which covers most of western Washington and even some parts of eastern Washington, through the first phase of the campaign. The half-hour TV program will be strategically placed on local network and cable affiliates (*ABC, NBC, CBS, Discovery, History Channel, Travel Channel, A&E, Animal Planet*, etc.). The effectiveness of the program will be tracked throughout the first phase of the campaign by monitoring overnight Nielsen ratings, cost-per-households reached, and number of field guides requested.

Deliverable 2B: Concepts for 30-sec. Television Commercials (3)

Develop detailed concepts, scripts and storyboards for three 30-second television commercials that will help raise awareness of the Puget Sound pollution/environmental crisis as well as educate the public about contributing factors to the problems facing the Sound (the upland landscape’s impact on the watershed and below-the-surface problems). All commercials will run through the first phase of the campaign and will encourage viewers to go to the new Web site to request a Puget Sound Field Guide. Paid spot television media will be augmented with media partnerships and sponsorship programs including television station-produced educational vignettes and special programs highlighting the contributing factors to the Sound’s health, its problems and calls to action to get involved.

Deliverable 2C: Concepts for Sponsored Public Radio Segments (2-3)

Develop detailed concepts and scripts for two-to-three sponsored public radio segments that would air on local NPR stations (KPLU and KUOW). The two-minute content modules (on-air segments/ podcasts) will highlight specific factors, problems and issues facing the Sound as well as encourage listeners to request more information and sign up for ongoing communications/alerts, etc.). The sponsored public radio segments would air through the first phase of the campaign.

Deliverable 2D: Concepts for Magazine Ads (3-4)

Develop detailed concepts and layouts for three full-page four-color magazine ads that will reach the general public, educators and opinion leaders with messages regarding the plight of the Sound, key factors contributing to the declining health of the Sound plus a call to

action to request more information. Ads will run through the first phase of the campaign and be strategically placed in mass media publications of interest to Northwest readers (*Sunset* magazine, *Seattle Magazine*, Seattle editions of *Time*, *Newsweek*, *US World Report*, etc., as well as special interest publications such as boating, fishing, outdoor recreation, etc.)

Deliverable 2E: Home Page and Site Architecture for the Campaign Web Site

Develop the design for the home page; and an outline of site architecture for a highly creative, interactive Web site that has the look and feel of the campaign.

Deliverable 2F: Concept for Puget Sound Field Guide (Outline, 2-3 spreads)

Develop the outline and 2-3 designed spreads of a 24-page Puget Sound Field Guide, an educational companion booklet to the 30-min. advertorial that explains in more detail the complex problems plaguing Puget Sound, including ways people can help and/or get involved.

SECTION 3: Creative Materials Concept Testing

Deliverable 3A: Hold Focus Groups to Test Materials (4)

Use a variety of Puget Sound locations to hold four focus groups to test the core materials and concepts for supporting materials to make sure they appeal to the diversity of residents living in the 12 counties that touch the Sound. The focus groups will evaluate the campaign materials in light of their ability to get noticed; to communicate the problem simply and quickly; and to convince people that the problem is real and worthy of solving with their help. Focus group review typically identifies confusions, miscommunications, red flags, low levels of interest and, occasionally, what production issues to watch out for when producing the material.

SECTION 4: Develop a Sponsorship Package

Write, design and produce a catchy and persuasive Sponsorship Package to sign-up campaign “partners” (sponsors and funders).

Deliverable 4A: 8-page Case Statement Brochure (500 copies)

Write, design and produce 500 copies of an eight-page Case Statement Brochure showing the campaign elements and talking about the importance of the campaign. Follow traditional case statement formats and use the Puget Sound Partnership’s *Public Awareness and Engagement Plan*, and the Partnership’s Final Recommendations as background information.

Deliverable 4B: Promo Piece Showing Campaign Elements (500 copies)

Write, design and produce 500 copies of a promo piece showing the campaign elements and describing sponsorship guidelines and sponsorship treatment.

Deliverable 4C: PowerPoint Presentation (1)

Write, design and produce a short PowerPoint presentation showing the campaign elements (for group presentations). Include notes pages that explain each slide fully. Provide a master copy of the PPT on CD.

SECTION 5: Media and Events Planning

Deliverable 5A: Develop Paid Media Plan/Budget (1)

Develop a one-year of a paid media plan and associated budget covering all of the paid media elements of this RFQQ. This plan will help dictate how much money needs to be raised for the first year of the campaign.

Deliverable 5B: Develop Earned Media/Special Events Plan/Budget (1)

Research and develop a one-year earned media/special events plan and associated budget. This plan will help dictate how much money needs to be raised for the first year of the campaign.

The earned media portion should focus on:

- Attracting local, regional and national media attention.
- Creating visual events that attract television news coverage.
- News events that will tie in with advertising launches, etc.
- Op-eds on topical issues for daily and weekly newspapers throughout the region.
- Editorial boards as warranted.
- Pitching feature story ideas, especially ideas that make the connection between practices on land and water quality in streams and eventually the Sound.
- Conduct on-location tours/briefings with reporters on topical issues.

The special events portion should focus on:

Created and ongoing events. Create new opportunities while identifying and maximizing existing opportunities going on within the 12 counties that touch the Sound (Salmon Homecoming, for example).

Deliverable 5C: Develop Campaign Kickoff Event(s) Plan/Budget

Develop a plan and associated budget for the kickoff of the campaign using the Governor at one or more events at a TBD date in 2007.

ESTIMATED PROJECT SCHEDULE

The selected firm will deliver all final materials and plans to the AGENCY formatted and completed in a manner that the Action Team and its partners will have the maximum use of the materials.

The selected firm will also report, in writing to the AGENCY, any problems, delays or adverse conditions that will affect their ability to deliver work products to meet project objectives according to the schedule defined in the Personal Services Contract (Exhibit C). A statement of actions taken or contemplated by the consultant and any AGENCY assistance needed to resolve the situation shall accompany any such disclosure.

The following schedule is meant to be a general outline for project development. It will be adjusted as necessary at the initial meeting with the AGENCY on November 16, 2006.

Action	Date
Initial meeting with AGENCY and AGENCY-appointed advisors	November 16, 2006
Present Creative Strategy Document (Deliverable 1A)	November 27, 2006
Present initial Creative Approaches for Testing (Deliverable 1B)	December 21, 2006

Present Supporting Materials (Section 2 deliverables)	January 19, 2007
Present focus group results (Section 3 deliverable)	February 19, 2007
Present Sponsorship Package materials (Section 4 deliverables)	March 5, 2007
Present Media and Event Planning materials (Section 5 deliverables)	March 12, 2007
Final presentation to AGENCY and AGENCY-appointed advisors	March 30, 2007

3.2.1 BUSINESS INFORMATION (MANDATORY)

- A. State the name of the company, address, phone number, fax number, e-mail address, legal status of entity (ownership) and year entity was established as it now substantially exists.
- B. Provide the firm's Federal Employer Tax Identification number or Social Security number and the Washington Uniform Business Identification (UBI) number issued by the State of Washington Department of Revenue.
- C. Indicate how many employees are with the firm. Name the firm principles and their roles.
- D. Identify any State employees or former State employees employed by the Consultant or on the Consultant's governing board as of the date of the proposal. Include their position and responsibilities within the Consultant's organization. If following a review of this information, it is determined by the AGENCY that a conflict of interest exists, the Consultant may be disqualified from further consideration for the award of a contract.
- E. If the Consultant's staff or subcontractor's staff was an employee of the State of Washington during the past 24 months, or is currently a Washington state employee, identify the individual by name, the agency previously or currently employed by, job title or position held and separation date.
- F. If the Consultant has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the Consultant's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default.
- G. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Consultant's position on the matter. The AGENCY will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If no such termination for default has been experienced by the Consultant in the past five years, so indicate.

3.2.2 QUALIFICATIONS—60% of the scoring

1. FIRM EXPERIENCE (SCORED—35 points max)

- A. Describe services provided by the Consultant that indicate the firm's ability to provide the SERVICES described in this RFQQ. Include the firm's relevant experience in implementing multi-year, statewide public awareness, engagement and/or social marketing programs. Relevant experience should

include a demonstrated ability to plan and manage all phases of a complex, integrated campaign targeting multiple audiences over large geographic areas. Consulting services offered by the firm should include: creative; production; web/interactive communications; media planning/negotiation/buying; public relations/media relations; public/government affairs; strategic partnership/ alliance planning/implementation; sponsorships; events and research. Experience working with public/private partnerships is critical. Submit work samples that demonstrate experience relevant to this RFQQ. Include a variety of samples that show how your campaigns have worked across various media platforms (print, electronic, TV, radio, etc.).

2. STAFF QUALIFICATIONS (SCORED—15 points max)

- A. Provide a brief description of the proposed project team structure and internal controls to be used during the course of the project, including any subcontractors.
- B. Provide the name and a resume of the person who will be the lead contact for the project. Provide names and resumes for other staff, which includes information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information.
- C. List any subcontractors you may want to include to complete your roster of services. Describe what services each would provide. Provide the information in Section 3.2.1 about each.
- D. List names, addresses, telephone numbers, fax numbers and e-mail addresses of three business references for whom work has been accomplished and briefly describe the type of service provided for them. The Consultant must grant permission to the AGENCY to contact the references and others who may have pertinent information. Do not include current AGENCY staff as references. References, if utilized, will be contacted and scored for the top-scoring proposal(s) only.

3. SCHEDULE (SCORED—10 points max)

In 500 words or less, describe the firm's ability to meet deadlines, especially on a short-time frame, and give examples of how past tight deadlines have been successfully met.

4. OMWBE CERTIFICATION (OPTIONAL AND NOT SCORED)

Include proof of certification issued by the Washington State Office of Minority and Women's Business Enterprises if certified minority-owned firm and/or women-owned firm(s) will be participating on this project.

3.3 QUOTATIONS SECTION—40% of scoring

3.3.1 Identification of Costs (SCORED—40 points max)

The quotations section must list all hourly rates for services anticipated under the proposed contract. The hourly rates are to represent fully weighted costs. This includes the hourly rates of staff that would be assigned to the project, administrative

costs, local travel costs, or any other applicable fees that would be charged under this contract.

Costs for subcontractors are to be broken out separately. Please note if any subcontractors are certified by the Washington State Office of Minority and Women's Business Enterprises.

Consultants are required to collect and pay Washington state taxes as applicable.

The evaluation process is designed to award this procurement not necessarily to the Consultant of least cost, but rather to the Consultant whose proposal best meets the requirements of this RFQQ. Consultants are encouraged, however, to submit proposals which are consistent with State government efforts to conserve state resources.

3.3.2 Computation

The score for the cost proposal will be computed by dividing the lowest average hourly rate received by the Consultant's average hourly rate. Then the resultant number will be multiplied by the maximum possible points for the cost section.

4 EVALUATION AND CONTRACT AWARD

4.1 EVALUATION PROCEDURE

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued. The evaluation of proposals shall be accomplished by an evaluation team, to be designated by the AGENCY, which will determine the ranking of the proposals.

The AGENCY, at its sole discretion, will select the top-scoring firm(s) as finalists for an oral presentation.

4.2 CLARIFICATION OF PROPOSAL

The RFQQ Coordinator may contact the Consultant for clarification of any portion of the Consultant's proposal.

4.3 EVALUATION WEIGHTING AND SCORING

The following weighting and points will be assigned to the proposal for evaluation purposes:

Qualifications Section – 60%	60 points possible
Firm Experience—35 points (maximum)	
Staff Qualifications—15 points (maximum)	
Schedule—10 points (maximum)	
Quotations Section – 40%	40 points possible
Sub Total	100 points possible
References [top-scoring proposer(s) only]	10 points possible
GRAND TOTAL	<u>110 POINTS POSSIBLE</u>

4.4 ORAL PRESENTATIONS WILL BE REQUIRED

Oral presentations will be utilized in selecting the winning proposal. The AGENCY, at its sole discretion, will select the top-scoring firm(s) from the written evaluation for an oral presentation and contact the top-scoring firm(s) to schedule a time and location for an oral presentation on **November 1, 2006**. Commitments made by the Consultant at the oral interview, if any, will be considered binding.

The oral presentation shall determine the apparently successful bidder.

4.5 NOTIFICATION TO PROPOSERS

Firms whose proposals have not been selected for further negotiation or award will be notified via FAX or by e-mail.

4.6 DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. The request for a debriefing conference must be received by the RFQQ Coordinator within three (3) business days after the Notification of Unsuccessful Consultant letter is faxed/e-mailed to the Consultant. The debriefing must be held within three (3) business days of the request.

Discussion will be limited to a critique of the requesting Consultant's proposal. Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one hour.

4.7 PROTEST PROCEDURE

This procedure is available to Consultants who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completion of the debriefing conference, the Consultant is allowed three (3) business days to file a protest of the acquisition with the RFQQ Coordinator. Protests may be submitted by facsimile, but should be followed by the original document.

Consultants protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Consultants under this procurement.

All protests must be in writing and signed by the protesting party or an authorized Agent. The protest must state the grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included. All protests shall be addressed to the RFQQ Coordinator.

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of the evaluator;
- Errors in computing the score;
- Non-compliance with procedures described in the procurement document or AGENCY policy.

Only protests based on procedural matters will be considered. Protests will be rejected as without merit if they address issues such as: 1) an evaluator's professional judgment on the quality of a proposal, or 2) AGENCY'S assessment of its own and/or other agencies' needs or requirements.

Upon receipt of a protest, a protest review will be held by the AGENCY. The AGENCY Director or an employee delegated by the Director who was not involved in the procurement will consider the record and all available facts and issue a decision within five business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may affect the interest of another Consultant which submitted a proposal, such Consultant will be given an opportunity to submit its views and any relevant information on the protest to the RFQQ Coordinator.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold the AGENCY's action; or
- Find only technical or harmless errors in the AGENCY's acquisition process and determine the AGENCY to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide the AGENCY options which may include:
 - Correct the errors and re-evaluate all proposals, and/or
 - Reissue the solicitation document and begin a new process, or
 - Make other findings and determine other courses of action as appropriate.

If the AGENCY determines that the protest is without merit, the AGENCY will enter into a contract with the apparently successful contractor. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

5 RFQQ EXHIBITS

- Exhibit A Puget Sound Partnership's *Public Awareness and Engagement Plan* can be found at:

http://www.pugetsoundpartnership.org/our_work/papers/FinalPSPcommunications-educationplanfromCofen91906.pdf

- Exhibit B Certifications and Assurances
- Exhibit C Personal Service Contract Format including General Terms and Conditions (GT&Cs)

CERTIFICATIONS AND ASSURANCES

1. I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):
2. I/we declare that all answers and statements made in the proposal are true and correct.
3. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
4. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by the AGENCY without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
5. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
6. I/we understand that the AGENCY will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of the AGENCY, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
7. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Proposer or to any competitor.
8. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
9. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
10. I/we grant the AGENCY the right to contact references and others, who may have pertinent information regarding the Proposer's prior experience and ability to perform the services contemplated in this procurement.
11. Federal Executive Order 12549 provides that Executive departments and agencies shall participate in a government-wide system for monitoring suspended, debarred and excluded parties. These departments and agencies have further passed this requirement onto their recipients and have provided pertinent regulations in the Code of Federal Regulations. By signing this certification, we certify that we are not suspended, debarred, or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If unable to certify to the statements contained in the certification, please provide an explanation as to why not. The web site for checking suspended, debarred or excluded parties is www.epls.gov.

Signature of Proposer

Title

Date

**PERSONAL SERVICE CONTRACT FORMAT INCLUDING
GENERAL TERMS AND CONDITIONS (GT&Cs)**

1. THIS **cost-reimbursable** CONTRACT is entered into between the State of Washington Puget Sound Action Team, hereinafter called "Agency" and _____, hereinafter called "Contractor."

2. CONTRACTOR:

ADDRESS:

PHONE:
E-MAIL:
FEDERAL ID:
UBI NUMBER:

3. BACKGROUND:

4. SCOPE OF SERVICE: Contractor shall be responsible for the tasks as outlined in the attached Exhibit B, Scope of Work.

The Contractor is the sole entity authorized to perform work under this contract.

5. DELIVERABLES/ACTIVITIES: Contractor agrees to deliver the following products to the Agency in the time periods stated in Exhibit B, Scope of Work.

6. PERFORMANCE: The effective date of the contract, unless otherwise agreed upon in writing herein, shall be the date it is signed by the Director of the PSAT; under the provisions of Chapter 39.29 RCW, this personal services contract is required to be filed with the Office of Financial Management (OFM). No contract required to be so filed is effective and no work thereunder shall be commenced nor payment made therefore until ten (10) working days following the date of filing, and, if required, until approved by OFM. In the event OFM fails to approve the contract, the contract shall be null and void. Performance under this contract shall be completed no later than _____, unless sooner terminated as provided herein.

7. All rights and obligations to this contract shall be subject to and governed by those Special Terms and Conditions contained in the text of this contract and the General Terms and Conditions attached as Exhibit A, all hereby incorporated as part of this contract. The general terms and conditions in Exhibit A shall govern unless inconsistent with terms in the text of this contract.

8. The maximum amount to be paid to the Contractor under this contract shall not exceed \$_____ (_____ dollars) as identified in Exhibit C and including all work specified herein.

The Contractor shall submit invoices no more often than monthly to:
 Stephanie Lidren
 Director of Administrative Services
 Puget Sound Action Team

P.O. Box 40900
Olympia, WA 98504-0900.

Payment shall be considered timely if made by the Agency within 30 days. The Agency may, in its sole discretion, withhold payments owed the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this contract.

9. The Contract Manager, for the purposes of this contract, shall be _____, Puget Sound Action Team, unless otherwise changed in writing by the Director of the Agency. The Contract Manager shall be responsible for monitoring the performance of the Contractor and approving payment of billings. In the event that there shall be any dispute with regard to the extent and character of the work to be done, the decision of the Contract Manager shall govern, but the Contractor shall have the right to appeal as provided herein.
10. If, through any unjustifiable cause, the Contractor shall fail to fulfill in a timely and proper manner obligations of performance under this agreement, the Agency shall have the right to terminate this agreement by giving written notice of such termination and specifying the effective date thereof as provided in termination for cause in the General Terms and Conditions.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of agreement by the Contractor. The Agency may withhold any payments for the purpose of setoff until such time as the exact amount of the damages due the Agency from the Contractor is determined.

The obligation of the Agency to make contract payments is contingent upon the availability of funds through legislative appropriation and state allotment, and such other conditions not reasonably foreseeable by the Agency rendering performance impossible. When the contract crosses over fiscal years, the obligation of the Agency is contingent upon the allotment of funds during the next fiscal year.

11. If any provision of this contract shall be deemed in conflict with any statute or rule of law, such provision shall be deemed modified to be in conformance with said statute or rule of law.
12. **AUDIT REQUIREMENTS:**
OMB Circular A-133, Audits of States, Local governments, and Non-Profit organizations
OMB Circular A-133, Compliance Supplement 2004 and 2005
OMB Circular A-87, Cost Principles for State, Local and Indian Tribal Governments
OMB Circular A-102, Uniform Administrative Requirements for Grants & Agreements with State & Local Governments
13. **CERTIFICATION REGARDING SUSPENSION, DEBARMENT AND OTHER RESPONSIBILITY MATTERS**

Federal Executive Order 12549 provides that Executive departments and agencies shall participate in a government-wide system for monitoring suspended, debarred and excluded parties. These departments and agencies have further passed this requirement onto their recipients and have provided pertinent regulations in the Code of Federal Regulations. Contractor, by signing this agreement, certifies that it is not suspended, debarred, or otherwise excluded from contracting with the federal government, or from

receiving contracts paid for with federal funds. If Contractor is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot. The web site for checking suspended, debarred or excluded parties is www.epls.gov.

14. FUNDING RECOGNITION: Contractor shall use the following paragraph in all reports, documents, and signage developed under this agreement:

“Funding for this project has been provided in part through EPA Grant No.X-96028501-0 to the Department of Ecology to the Puget Sound Action Team from the United States Environmental Protection Agency. The Department of Ecology allocates and administers funding for this project. The contents of this document do not necessarily reflect the views and policies of either the United States Environmental Protection Agency, the Department of Ecology, or the Puget Sound Action Team nor does the mention of trade names or commercial products constitute endorsement or recommendation for their use.”

15. HOTEL AND MOTEL FIRE SAFETY ACT: PSAT agrees to ensure that all conference, meeting, convention, or training space funded in whole or part with federal funds, complies with the federal Hotel and Motel Fire Safety Act of 1990.
16. MINORITY AND WOMEN'S BUSINESS PARTICIPATION: Contractor, to the maximum extent possible, should solicit and recruit certified minority-owned (MBE) and Women-owned (WBE) businesses in purchases and contracts initiated after the effective date of this agreement.

In the absence of more stringent goals established by Contractor's jurisdiction, Contractor should utilize ECOLOGY's and ACTION TEAM's goals for minority-and women-owned business participation in all bid packages, request for proposals, and purchase orders. These goals are expressed as a percentage of the total dollars available for the purchase or contract and are as follows:

Purchased Goods	8% MBE	4% WBE
Purchased Services	10% MBE	4% WBE
Professional Services	10% MBE	4% WBE

Meeting these goals is voluntary and no contract award or rejection shall be made based on achievement or non-achievement of the goals. Achievement of the goals is encouraged, however, and Contractor and ALL prospective bidders or persons submitting qualifications shall take the following affirmative steps in any procurement initiated after the effective date of this agreement:

1. Include qualified minority and women's businesses on solicitation lists.
2. Assure that qualified minority and women's businesses are solicited whenever they are potential sources of services or supplies.
3. Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
4. Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
5. Use the services and assistance of the State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

By signing this agreement, Contractor certifies that the above will be followed. Any contractor engaged by Contractor under this agreement shall be required to follow the above five affirmative steps in the award of any subcontract(s).

17. ALL BUSINESS IN RURAL AREAS (SBRAS): If a contract is awarded by Contractor under this agreement, Contractor is also required to utilize the following affirmative steps:
1. PLACE SBRAs on solicitation lists.
 2. Make sure the SBRAs are solicited whenever there are potential sources.
 3. Divide total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by SBRAs.
 4. Establish delivery schedules, where requirements of work will permit, which could encourage participation by SBRAs.
 5. Use the services of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of commerce, as appropriate.
 6. Require the contractor to comply with the affirmative steps outlined above.

The negotiated "Fair Share Percentage" for SBRAs is 0.5 percent. There is not formal reporting requirement for SBRAs at this time; it is recommended that Contractor keep records of SBRA's participation.

18. LOBBYING AND LITIGATION CERTIFICATE: By signing this agreement, PSAT certifies that none of the funds received from this agreement shall be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.
19. The contract including all attachments contain all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto. No subsequent modification(s) or amendment(s) of this contract shall be of any force or effect unless in writing, signed by authorized representatives of the Contractor and the Agency and made a part of this original contract.

IN WITNESS WHEREOF, the parties hereby execute this contract:

STATE OF WASHINGTON
PUGET SOUND ACTION TEAM

CONTRACTOR

Brad Ack, Director

Name/Title

Date

Date

APPROVED AS TO FORM ONLY BY THE
OFFICE OF THE ATTORNEY GENERAL

GENERAL TERMS AND CONDITIONS

DEFINITIONS—As used throughout this contract, the following terms have the meanings set forth below:

- A. "Agency" shall mean the Puget Sound Action Team of the State of Washington, any division, section, office, unit or other entity of the Agency, or any of the officers or other officials lawfully representing that Agency.
- B. "Agent" shall mean the Chair of the Action Team and his/her delegate authorized in writing to act on his/her behalf. Any delegation must be made prior to the action being delegated.
- C. "Contractor" shall mean that firm, provider, organization, individual or other entity performing services under this contract, and shall include all employees of the Contractor.
- D. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this contract under a separate contract with the Contractor. The terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) in any tier.

CONTRACTOR NOT EMPLOYEE OF THE AGENCY—The Contractor and his or her employees or agents performing under this contract are not employees or agents of the Agency. The Contractor will not hold himself/herself out as, nor claim to be an officer or employee of the Agency, or of the State of Washington by reason hereof, nor will he or she make any claim of right, privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

NON-DISCRIMINATION—During the performance of this contract, the Contractor shall comply with all federal and state nondiscrimination laws, regulations and policies, including but not limited to Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 USC 1201 et seq., Americans with Disabilities Act.

In the event of the Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this agreement may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further agreements with the Agency. The Contractor shall, however, be given a reasonable time in which to remedy this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

INDEMNIFICATION— To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the State of Washington, the Purchaser, and all officials, agents and employees of the State, from and against all claims for injuries or death, and property damage arising out of or resulting from the performance of the contract. Contractor's obligation to indemnify, defend and hold harmless includes any claim by Contractor's agents, employees, representatives, or any subcontractor or its employees.

Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Contractor's or any subcontractor's performance or failure to perform the contract. Contractor shall be required to indemnify, defend and hold harmless the State only to the extent claim is caused in whole or in part by negligent acts or omissions of Contractor.

Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

COVENANT AGAINST CONTINGENT FEES—The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agent maintained by the Contractor for the purpose of securing business. The Agency shall have the right, in the event of a breach of this clause by the Contractor, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or recover by other means, the full amount of such commission, percentage, brokerage or contingent fee.

CONFLICT OF INTEREST—The Agency may, by written notice to the Contractor terminate this contract if it is found after due notice and examination by the Agent that there is a violation of the Executive Conflict of Interest Act, Chapter 41.18 RCW; Code of Ethics for Public Officers and Employees, Chapter 42.22 RCW; or any similar statute involving the Contractor in the procurement of, or performance under, this contract.

In the event this contract is terminated as provided above, the Agency shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. The rights and remedies of the Agency provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the Agent makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

TREATMENT OF ASSETS—

- A. Title of all property furnished by the Agency shall remain in the Agency. Title to all property furnished by the Contractor, for the cost of which the contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the Agency upon delivery of such property by the vendor. Title to other property, the cost of which is reimbursable to the Contractor under the contract, shall pass to and vest in the Agency upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the Agency in whole or in part, whichever first occurs.
- B. Any property of the Agency furnished to the Contractor shall, unless otherwise provided herein or approved by the Agency, be used only for the performance of this contract.
- C. The Contractor shall be responsible for any loss or damage to property of the Agency that results from the negligence of the Contractor or from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- D. Upon loss or destruction of, or damage to, any Agency property, the Contractor shall notify the Agency thereof and shall take all reasonable steps to protect that property from further damage.
- E. The Contractor shall surrender to the Agency all property of the Agency prior to settlement upon completion, termination or cancellation of this contract.
- F. All reference to the Contractor under this clause shall include any of his/her employees, agents or subcontractors.

NONASSIGNABILITY—Neither this contract, nor any claim arising under this contract, shall be transferred or assigned by the Contractor without the prior written consent of the Agency.

RECORDS, DOCUMENTS, AND REPORTS—The Contractor shall maintain books, records, documents and other evidence of accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. The Contractor shall retain such records for a period of six (6) years following the date of final payment. These records shall be subject at all reasonable times to inspection, review, or audit by the Contract Administrator or by personnel duly authorized by the Agency, the Office of the State Auditor, and federal and state officials so authorized by law, regulation, or contract.

SAFEGUARDING OF CLIENT INFORMATION—The Contractor shall not use or disclose any information concerning the Agency, or any information which may be classified as confidential pursuant to Chapter 42.17 RCW for any purpose not directly connected with the administration of this contract except (1) with prior written consent of the Agency or (2) as may be required by law.

RIGHTS IN DATA—Unless otherwise provided, data which originates from this contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the Agency. In the event the data is not considered "works for hire," under the U.S. Copyright Laws, the Contractor hereby irrevocably assigns all right, title, and interest in the Data, including all intellectual property rights, to the Agency effective from the moment of creation of such Data.

Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

The parties to this contract hereby mutually agree that if any patentable or copyrightable material or article should result from work described herein, all rights accruing from such material or article shall be the sole property of the Contractor. The Contractor agrees to and does hereby grant to the Agency an irrevocable, nonexclusive and royalty-free license to use, publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so, according to law, any material or article and use any method that may be developed as a part of the work under this Contract.

LICENSING, ACCREDITATION, AND REGISTRATION STANDARDS—The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards necessary for the performance of this contract.

INDUSTRIAL INSURANCE COVERAGE—The Contractor shall provide or purchase industrial insurance coverage prior to performing work under this contract. The Agency will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for this Contractor, or any subcontractor or employee of the Contractor, which might arise under the industrial insurance laws during performance of duties and services under this contract.

RIGHT OF INSPECTION—The Contractor shall provide right of access to its facilities to the Agency, or any of its officers, or to any other authorized agency or official of the State of Washington or the federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

ADVANCE PAYMENTS PROHIBITED—No payment in advance or in anticipation of services or supplies to be provided under this contract shall be made by the Agency.

SAVINGS—In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the Agency may terminate the contract under the "Termination for Convenience" clause, without the 30-day notice requirement, subject to renegotiation at the Agency's discretion under those new funding limitations and conditions.

WAIVER OF DEFAULT—Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of the contract unless stated to be such in writing, signed by the Agent and attached to the original contract.

CHANGES AND MODIFICATIONS—This contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless in writing and signed by an authorized representative of each of the parties.

DISPUTES—Except as otherwise provided in this contract, when a bona fide dispute arises between the Agency and the Contractor and it cannot be resolved, either party may request review by the Agency Chair. Either party's request for a dispute review must be in writing and clearly state:

1. the disputed issue(s),
2. the relative positions of the parties, and
3. the Contractor's name, address, and his/her Agency contract number.

These requests must be mailed to the Director, Puget Sound Action Team, P.O. Box 40900, Olympia, Washington 98504-0900, within fifteen (15) days after either party receives notice of the issue(s) which he/she disputes.

The respondent shall send a written answer to the requestor's statements to both the Agent and the requestor within a reasonable time.

The Agent shall review the written statements and reply in writing to both parties within a reasonable time. The Agent may extend this period if necessary by notifying the parties.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Agency and Contractor agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this contract which are not affected by the dispute where appropriate and unless termination is invoked. Both parties agree to exercise good faith in the dispute resolution and to settle disputes prior to using the dispute resolution panel whenever possible.

TERMINATION FOR CAUSE—In the event the Agency determines the Contractor has failed to comply with the conditions of this Contract in a timely manner, the Agency has the right to suspend or terminate this Contract. The Agency shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 days, the Contract may be terminated. The Agency reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by the Agency to terminate the Contract. In the event of termination, the

Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

The termination shall be deemed to be a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence. The rights and remedies of the Agency provided in this Contract are not exclusive and are in addition to any other rights and remedies provided by law.

TERMINATION FOR CONVENIENCE—Except as otherwise provided in this contract, the Agency may, by thirty (30) days written notice, beginning on the second day after the mailing, terminate this contract in whole or in part when it is in the best interests of the Agency. If this contract is so terminated, the Agency shall be liable only for payment in accordance with the terms of this contract for services rendered prior to the effective date of termination.

TERMINATION PROCEDURE—Upon termination of this contract the Agency, in addition to any other rights provided in this contract, may require the Contractor to deliver to the Agency any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply to any such property transfer.

The Agency shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by the Agency, and the amount agreed upon by the Contractor and the Agency for (a) completed work and services for which no separate price is stated, (b) partially completed work and services, (c) other property or services that are accepted by the Agency, and (d) the protection and preservation of property, unless the termination is for default, in which case the Agent shall determine the extent of the liability of the Agency. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. The Agency may withhold from any amounts due the Contractor such sum as the Agent determines to be necessary to protect the Agency against potential loss or liability.

The rights and remedies of the Agency provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Agent, the Contractor shall:

1. Stop work under the contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract as is not terminated;
3. Assign to the Agency, in the manner, at the times, and to the extent directed by the Agent, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Agency has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Agent to the extent he/she may require, which approval or ratification shall be final for all the purposes of this clause;

5. Transfer title to the Agency and deliver in the manner, at the times, and to the extent directed by the Agent any property which, if the contract has been completed, would have been required to be furnished to the Agency;
6. Complete performance of such part of the work as shall not have been terminated by the Agency; and
7. Take such action as may be necessary, or as the Agent may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Agency has or may acquire an interest.

GOVERNING LAW—This contract shall be construed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought hereunder shall be in the Superior Court of Thurston County.

SEVERABILITY—If any provision of this contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this contract that can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this contract, and to this end the provisions of this contract are declared to be severable.

PRIVACY NOTICE—Personal information collected, used or acquired in connection with this contract shall be used solely for the purposes of this contract. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as provided by law. Contractor agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

The Agency reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the Contractor through this contract. The monitoring, auditing or investigating may include but is not limited to "salting" by the agency. Contractor shall certify the return or destruction of all personal information upon expiration of this contract. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The Contractor agrees to indemnify and hold harmless the Agency for any damages related to the Contractor's unauthorized use of personal information.

For purposes of this provision, personal information includes but is not limited to information identifiable to an individual that relates to a natural person's health, finances, education, business, use or receipt of governmental services, or other activities, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and other identifying numbers.